

A. G. Contract No. KR97 0927TRN
ECS File No.: JPA 97-38
Project: ADOT Prescott District
Section: Provide Training

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COMMUNITY COLLEGE

THIS AGREEMENT is entered into 11 September, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
YAVAPAI COMMUNITY COLLEGE, acting by and through its PRESIDENT
(the "College").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The College is empowered by Arizona Revised Statutes
Section 15-1444 to enter into this agreement and has resolved to
enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the College.

3. The College has a continuing requirement for various
ways for students to obtain and develop technical, administrative
and professional skills through an intern program offering
training in areas such as office administration, engineering,
engineering support, etc. The State has opportunities for interns
through its district offices, and has agreed to participate with
the College in a no-cost program to provide college students
intern training.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>21884</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>09/11/97</u>
<u>James Lee Hull</u> Secretary of State
By <u>Vicky Gruenewald</u>

II. SCOPE

1. The State will:

a. Appoint a training coordinator within the ADOT to interface with the College relating to the intern program training. Coordinate as required with the College to arrange and provide the training opportunities.

b. Be responsible for all costs associated with the intern training program as regards necessary and typical costs to the State to accomplish a given task or duty.

2. The College will:

a. Appoint a training coordinator within the College to interface with the State relating to the intern training program. Coordinate the administrative aspects of the training as regards the students.

b. Indemnify the State from any and all liability the State may suffer as a result of claims, demands, costs, judgements or attorney's fees arising out of the performance or nonperformance of the College or its agents in carrying out any provisions of this agreement.

c. Remove from the work contemplated by this agreement any person who endangers other persons or property, or whose participation under this agreement is inconsistent with the best interests of the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party upon thirty (30) days written notice to the other, or other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Human Resource Development Center
1130 North 22nd Avenue Mail Drop 069R
Phoenix, AZ 85009-3716

Yavapai Community College
President
1100 E. Sheldon
Prescott, AZ 86301

7. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COMMUNITY COLLEGE

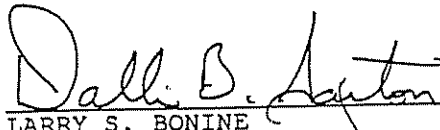
STATE OF ARIZONA
Department of Transportation

BY *Doreen Dailey* BY *Edward D. Wright*
DOREEN DAILEY Ph.D 6-3-97 EDWARD D. WRIGHT
President Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 18th day of March 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yavapai Community College for the purpose of defining responsibilities for participating in a student intern program with the College at no cost.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

APPROVAL OF
THE YAVAPAI COMMUNITY COLLEGE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the YAVAPAI COMMUNITY COLLEGE, and declare this agreement to be in proper form and within the powers and authority granted to the College under the laws of the State of Arizona.

DATED this 21st day of August, 1997.

Victoria E. Uggel

Attorney



GRANT WOODS
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0927TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 29, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:cl/7427